

REMARKS

Applicant is in receipt of the Office Action mailed May 20, 2004. Claims 1 – 13 were pending in the application. Applicant has cancelled claims 2 – 11. Applicant has amended claims 1, 12, and 13. Applicant notes that claims 1, 12, and 13 include the features of previously pending claims 11, 12, and 13, respectively, re-written in independent form. Accordingly, no new issues have been introduced, and entry of the claim amendments is requested.

Claims 11 – 13 were rejected under 35 U.S.C. 103(a) as being unpatentable over Jini in view of Scholloss in further view of Baker et al. (USPN 6,430,599, hereinafter ‘Baker’). Applicant respectfully traverses this rejection.

Jini teaches an infrastructure to allow services to be offered and found in a network federation. Specifically, Jini teaches a service provide adding a service object to a lookup service. The service object contains the Java programming language interface for the service. A client or user may then locate and invoke a service described by it’s interface type. A copy of the service object may then be moved to the client and used to communicate with the service. (page 12 – 14)

In rejecting claim 1, the Examiner asserts that “lookup service, containing data source which are services, has ability to add a service to it when a client or user needs to locate and invoke a service; it is known as discovery and join.” However, Applicant respectfully notes that discovery and join *occur when a device is plugged in*, as described on page 12 of Jini, not “when a client or user needs to locate and invoke a service,” as asserted by the Examiner, or “**in response to a user selecting said data source**,” as recited in Applicant’s amended claims 1, 12, and 13.

In addition, at several locations in the Office Action, the Examiner characterizes a service, as taught by Jini and Baker, as “**a data source**,” as recited in Applicant’s claims 1, 12, and 13. However, Applicant respectfully notes that Jini, for example, defines a

service as “an entity that can be used by a person, a program, or another service. A service may be a computation, storage, a communication channel to another user, a software filter, a hardware device, or another user.” (page 5) In contrast, claim 1 recites “**wherein said data source is an email,**” while claim 12 recites “**wherein said data source is a web page,**” and claim 13 recites “**wherein said data source is an appointment entry.**” Applicant respectfully notes that emails, web pages and appointment entries are data *objects*, while computations, storages, communication channels, etc, are all *services that act on data objects*. Accordingly, Applicant disagrees with the Examiner’s broad characterization of a service, as taught by Jini and Baker, as a data source, as recited in claims 1, 12, and 13.

Furthermore, even if, *arguendo*, a service as referred to in Jini or Baker is construed as being a data source, Applicant respectfully disagrees with the Examiner’s characterization of Baker’s email service (col. 9, lines 45 – 62) as being “**an email,**” as recited in Applicant’s amended claim 1. An email service, as defined by Baker, may be used to send or receive emails, but is not in and of itself an email.

Likewise, Baker teaches a web service (col. 9, lines 28 – 31) and a calendar service. (col. 9, lines 15 – 25) Applicant disagrees with the Examiner’s characterization of a web service as “**a web page,**” as recited in Applicant’s amended claim 12, and with the Examiner’s characterization of a calendar service as “**an appointment entry,**” as recited in Applicant’s amended claim 13. A web service may be used to access a web page, and a calendar service may be used to view or create an appointment entry, but neither service is in and of itself a web page or an appointment entry.

In view of these distinctions, Applicant further disagrees with the Examiner’s allegation that it would be obvious to combine the teachings of Jini, Scholoss and Baker. Since an email, a web page, and an appointment entry are each data objects, and not services, none of the cited references suggest how or why such objects could be utilized as a service within the described Jini environment.

Accordingly, claims 1, 12, and 13 are believed to patentably distinguish over Jini, Scholoss, and Baker for at least the above cited reasons.

CONCLUSION

Applicant submits the application is in condition for allowance, and an early notice to that effect is requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-31400/BNK.

Respectfully submitted,



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Date: August 20, 2004